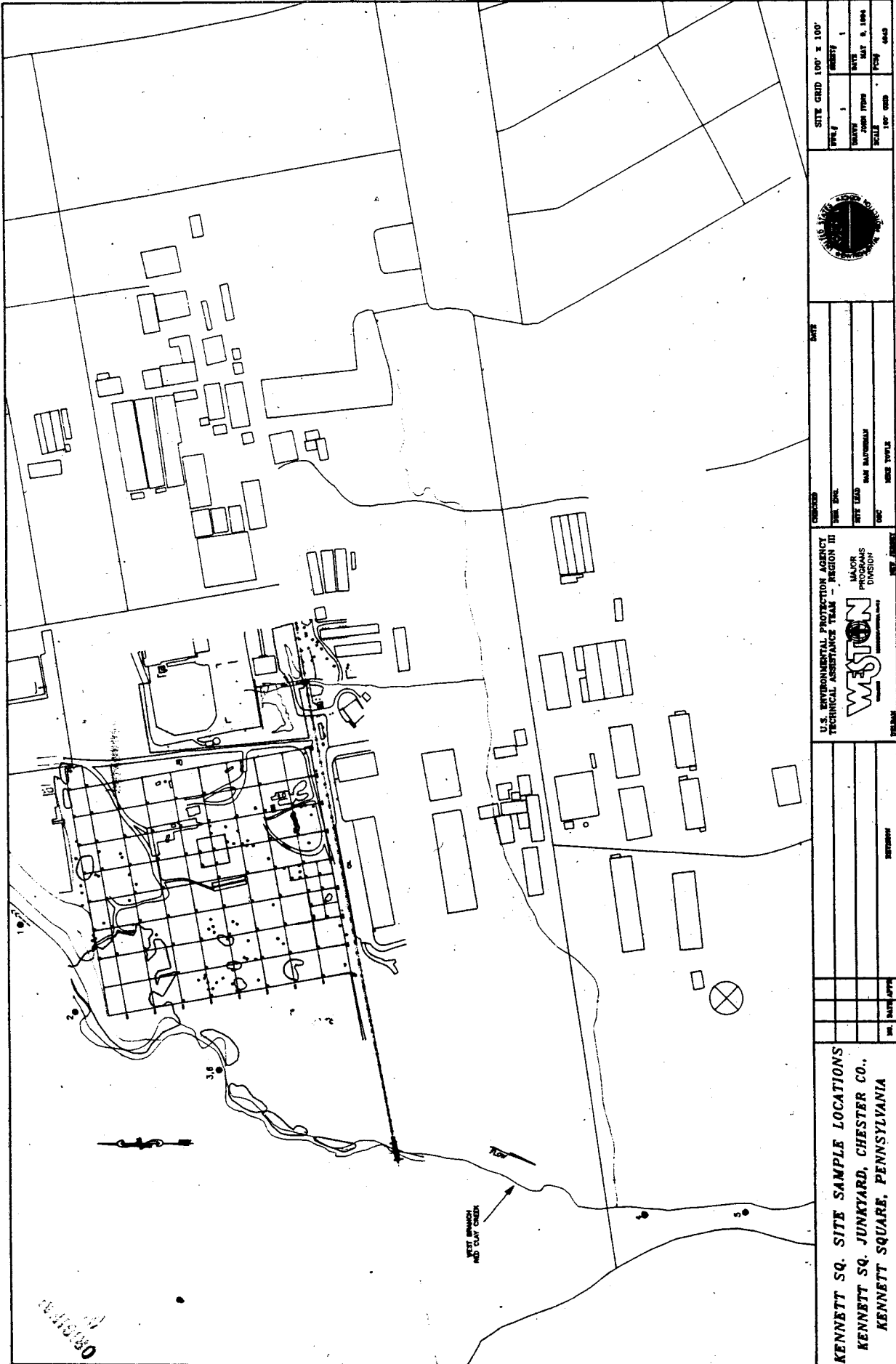


APPENDIX A



KENNETT SQ. SITE SAMPLE LOCATIONS KENNETT SQ. JUNKYARD, CHESTER CO., KENNETT SQUARE, PENNSYLVANIA		U.S. ENVIRONMENTAL PROTECTION AGENCY TECHNICAL ASSISTANCE TEAM - REGION II MAJOR PROJECTS DIVISION WEST JERSEY		DATE TIME DATE TIME DATE TIME		100' GRID 100' x 100' GRID DATE TIME DATE TIME	
WEST BRANCH AND CLAY CREEK		WEST JERSEY		DATE TIME DATE TIME		100' GRID 100' x 100' GRID DATE TIME DATE TIME	

APPENDIX B

AGREEMENT AND CERTIFICATION OF SUCCESSOR IN INTEREST OR ASSIGN

I. GENERAL PROVISIONS

1. The Consent Decree and all appendices attached thereto between the United States of America on behalf of the Administrator of the United States Environmental Protection Agency ("EPA") and William J. Gallagher, Executor to the Estate of Sara Noznesky ("Settling Defendant") entered by the United States District Court for the Eastern District of Pennsylvania in United States v. William J. Gallagher, Executor of the Estate of Sara Noznesky, Civil Action No. 00-5707 (the "Noznesky Consent Decree"), a copy of which is attached as Appendix D to this Agreement and Certification of Successor in Interest or Assign ("Agreement"), is incorporated by reference herein.

2. Unless otherwise expressly provided in Section IV (Definitions) of the Noznesky Consent Decree, the terms used in this Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. The definitions contained in Section IV of the Noznesky Consent Decree shall apply to this Agreement as if fully set forth herein. These definitions include, but are not limited to:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.

b. "Existing Contamination" shall mean:

- i. any hazardous substances, pollutants or contaminants present or existing on or under the Property, as such property is defined herein, as of the Effective Date of the Noznesky Consent Decree;
- ii. any hazardous substances, pollutants or contaminants that migrated from the Property prior to the Effective Date of the Noznesky Consent Decree; and
- iii. any hazardous substances, pollutants or contaminants present at the Site that migrate onto or under or from the Property after the Effective Date of the Noznesky Consent Decree but only if the Successor in Interest or Assign did not or does not cause or exacerbate such migration.

c. "Property" shall mean that portion of the Site that was owned by the Settling Defendant as of November 9, 2000. The Property is located in Kennett Square, Chester

County, Pennsylvania, and is designated by parcel numbers 62030081 and 03040164 identified in the Chester County Tax Assessor's Office.

d. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901-6991(i), (also known as the Resource Conservation and Recovery Act).

e. "Settling Defendant" shall mean William J. Gallagher, Esquire in his capacity as the Executor of the Estate of Sara Noznesky, any successor Executor, and the Estate of Sara Noznesky.

f. "Site" shall mean the Kennett Square Junkyard Superfund Site, encompassing approximately 20 acres, located in Kennett Square, Chester County, Pennsylvania, and generally bounded to the east by the National Vulcanized Fiber Company Superfund Removal Site; railroad tracks and a mushroom farm to the south; the West Branch of the Red Clay Creek and an agricultural field to the west; and a light industrial/commercial area, including a food canning plant and supermarket to the north, and includes those locations where hazardous substances, pollutants or contaminants have come to be located. The Site is generally shown on the map included in Appendix A.

g. "Successor in Interest or Assign" shall mean any person who acquires an interest in the Property or portion thereof (including but not limited to an ownership or leasehold interest) and who signs this Agreement. The term "Successor in Interest or Assign" shall include the Successor in Interest's or Assign's heirs, corporate successors or assigns, commissioners, officers, directors, employees and agents. Nothing in this Agreement or the Noznesky Consent Decree shall prohibit a lessee, sublessee or any person conducting activities at the Property from entering into and signing this Agreement.

h. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

3. The undersigned Successor in Interest or Assign hereby provides notice to EPA of its intent to acquire a right, title or interest in the Property or portion thereof (including but not limited to an ownership or leasehold interest). The purpose of this Agreement is to settle and resolve, subject to provisions of this Agreement, the potential liability of the undersigned Successor in Interest or Assign for Existing Contamination that might otherwise result from the Successor in Interest or Assign acquiring a right, title or interest in the Property or portion thereof. Entry of the undersigned Successor in Interest or Assign into this Agreement and the actions undertaken by the Successor in Interest or Assign in accordance with the Agreement shall not constitute an admission of any liability by the Successor in Interest or Assign.

4. If the United States, on behalf of EPA, brings an action to enforce this Agreement the undersigned Successor in Interest or Assign shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time. However, if the action brought by the United States is litigated and the court issues an order ruling against the United States,

then the Successor in Interest or Assign is not required to reimburse the United States for costs related to the issues upon which the United States did not prevail.

II. PARTIES BOUND

5. This Agreement shall be binding upon the EPA and the undersigned Successor in Interest or Assign and its heirs, corporate successors or assigns, commissioners, officers, directors, employees and agents. The undersigned Successor in Interest or Assign agrees to be bound by all applicable provisions of the attached Consent Decree. Each signatory to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the party represented by him or her.

6. Nothing in this Agreement is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or equity, which the United States may have against any person, firm, corporation, or other entity not a party to this Agreement. Nothing in this Agreement is intended to limit the right of EPA to undertake future response actions at the Site or to seek to compel parties other than the Successor in Interest or Assign to perform or pay for response actions at the Site. Nothing in this Agreement shall in any way restrict or limit the nature or scope of response actions which may be taken or be required by EPA in exercising its authority under federal law.

III. CERTIFICATIONS & AGREEMENTS

7. The undersigned Successor in Interest or Assign hereby certifies and agrees to the following:

a. The Successor in Interest or Assign hereby certifies to EPA that to the best of its knowledge and belief, it has not caused or contributed to a release or threat of a release of hazardous substances or pollutants or contaminants to, at or from the Site; and that it was not a past owner or operator of the Property;

b. With respect to Existing Contamination, the Successor in Interest or Assign agrees to exercise due care at the Property, or the portion of the Property it will lease, own or otherwise have an interest in;

c. With respect to Existing Contamination, the Successor in Interest or Assign agrees to comply with all applicable local, state, and federal laws and regulations;

d. The Successor in Interest or Assign acknowledges that it is purchasing Property where response actions may be required, and that the implementation of response actions at the Property may interfere with its use of the Property, and may require closure of its operations or a part thereof. The Successor in Interest or Assign agrees to cooperate fully with EPA in the implementation of response actions at the Site and not to interfere with such response actions. EPA will, consistent with its responsibilities under applicable law, use reasonable

efforts to avoid or minimize any interference with the operations of Successor in Interest or Assign, or the operations of the Successor in Interest's or Assign's lessees, sublessees, contractors and agents, by implementation of such response actions;

e. The Successor in Interest or Assign agrees that in the event the Successor in Interest or Assign becomes aware of any action or occurrence which causes or threatens a release of hazardous substances, pollutants or contaminants at or from the Property, or the portion of the Property it owns, leases or otherwise has an interest in, that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, it will immediately take all appropriate action as required by law to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under Section 103 of CERCLA, 42 U.S.C. § 9603, or any other law, immediately notify EPA of such release or threatened release; and

f. The Successor in Interest or Assign agrees to the terms and conditions of the Noznesky Consent Decree set forth in Paragraph 18 of Section VIII (Covenant as to Successor in Interest or Assign), Paragraph 22 of Section IX (Reservation of Rights by United States with regard to Successors in Interest or Assigns), Paragraph 30 of Section XI (Effect of Settlement/Contribution Protection), and Sections IV (Definitions) and XV (Retention of Jurisdiction) of the Noznesky Consent Decree to the extent they are specifically applicable to a Successor in Interest or Assign.

IV. COVENANT NOT TO SUE BY UNITED STATES

8. Except as specifically provided in Paragraph 22 of Section IX (Reservation of Rights by United States with regard to Successors in Interest or Assigns) of the Noznesky Consent Decree as described in Section V of this Agreement, the undersigned Successor in Interest or Assign is entitled to the Covenant Not to Sue by United States set forth in Paragraph 18 of Section VIII (Covenant as to Successor in Interest or Assign) of the Noznesky Consent Decree, which provides that: the United States covenants not to sue or take any other civil or administrative action (including but not limited to imposing or enforcing any liens on the Property pursuant to Sections 107(l) or 107(r) of CERCLA, 42 U.S.C. §§ 9607 (l) or 9607(r)), against a Successor in Interest or Assign for any and all civil liability for injunctive relief or reimbursement of response costs pursuant to Sections 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a), with respect to Existing Contamination, and to release any lien that it may have on the Property under Sections 107(l) or 107(r) of CERCLA, 42 U.S.C. §§ 9607(l) or 9607(r), as a result of response actions conducted at the Property, if the Successor in Interest or Assign signs this Agreement prior to or simultaneously with the sale, lease or conveyance of the Property, or portion of the Property.

9. As provided by Paragraph 18 of Section VIII (Covenant as to Successor in Interest or Assign) of the Noznesky Consent Decree, the covenant not to sue described in Paragraph 8, above, shall take effect as follows:

a. With respect to a Successor in Interest or Assign which purchases, leases or otherwise obtains an interest in all or any portion of the Property from the Settling Defendant, the covenant not to sue shall take effect upon: (i) tender of payment by Successor in Interest or Assign at closing for the transfer of the Property, or portion thereof, that Successor in Interest or Assign is acquiring; and (ii) the receipt by EPA of this Agreement setting forth the certifications, representations, and agreements contained herein, which has been fully executed and certified by the Successor in Interest or Assign or its authorized corporate official or other representative.

b. For subsequent Successors in Interest or Assigns, which purchase, lease or otherwise obtain an interest in all or any portion of the Property from a prior Successor in Interest or Assign, this covenant not to sue shall take effect upon the receipt by EPA of this Agreement setting forth the certifications, representations, and agreements contained herein, which has been fully executed and certified by the Successor in Interest or Assign or its authorized corporate official or other representative.

10. As provided in Paragraph 18 of Section VIII (Covenant as to Successor in Interest or Assign) of the Noznesky Consent Decree, in the event any representation or certification in Paragraph 7(a) of this Agreement submitted by a Successor in Interest or Assign is materially inaccurate or incomplete, the Covenant Not to Sue by the United States in Paragraph 18 of Section VIII (Covenant as to Successor in Interest or Assign) of the Noznesky Consent Decree shall be null and void with respect to such Successor in Interest or Assign, and the United States reserves all rights it may have against such Successor in Interest or Assign.

11. The Covenant Not to Sue by United States in Paragraph 18 of Section VIII (Covenant as to Successor in Interest or Assign) of the Noznesky Consent Decree does not extend to any person other than a Successor in Interest or Assign which has executed this Agreement.

V. RESERVATION OF RIGHTS

12. As specifically provided in Paragraph 22 of Section IX (Reservation of Rights with regard to Successors in Interest or Assign) of the Noznesky Consent Decree, the United States reserves, and this Agreement is without prejudice to, all rights against a Successor in Interest or Assign with respect to all matters not expressly included within the Covenant Not to Sue by United States in Paragraph 18 of Section VIII (Covenant as to Successor in Interest or Assign) of the Noznesky Consent Decree as described in Section IV of this Agreement. As set forth in Paragraph 22 of the Noznesky Consent Decree, notwithstanding any other provision of this Agreement or the Noznesky Consent Decree, the United States reserves all rights against a Successor in Interest or Assign with respect to:

a. claims based on a failure of the undersigned Successor in Interest or Assign to meet a requirement of this Agreement or an applicable requirement of the Noznesky Consent Decree;

b. any liability resulting from exacerbation by the undersigned Successor in Interest or Assign, its corporate successors, assigns, lessees or sublessees, of Existing Contamination;

c. any liability resulting from the release or threat of release of hazardous substances, pollutants or contaminants, at the Property or Site after the Effective Date of the Noznesky Consent Decree, not within the definition of Existing Contamination;

d. any liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site;

e. criminal liability; and

f. any liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments incurred by federal agencies other than EPA.

13. With respect to any claim or cause of action asserted by the United States, the Successor in Interest or Assign shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

VI. COVENANT NOT TO SUE BY SUCCESSOR IN INTEREST OR ASSIGN

14. In consideration of the Covenant not to Sue by the United States in Paragraph 18 of Section VIII (Covenant as to Successor in Interest or Assign) of the Noznesky Consent Decree, the undersigned Successor in Interest or Assign hereby covenants not to sue and not to assert any claims or causes of action against the United States, its authorized officers, employees, or representatives with respect to the Site, the Noznesky Consent Decree, or this Agreement, including but not limited to, any direct or indirect claims for reimbursement from the Hazardous Substance Superfund established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507, through Sections 106(b)(2), 111, 112 or 113 of CERCLA, 42 U.S.C. §§ 9606(b), 9611, 9612 or 9613, or any other provision of law; any claim against the United States, including any department, agency or instrumentality of the United States under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, related to the Site, or any claims arising out of response activities at the Site, including claims based on EPA's oversight of such activities or approval of plans for such activities.

15. Notwithstanding Paragraph 14, immediately above, the Successor in Interest or Assign reserves, and this Agreement is without prejudice to, actions against the United States based on negligent actions taken directly by the United States (including its authorized officers, employees, or representatives), not including oversight or approval of the Successors in Interest or Assign's plans or activities, that are brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA

or RCRA. Nothing herein shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

16. The covenants not to sue set forth in Paragraph 14, above, shall not apply in the event that the United States brings a cause of action or issues an order pursuant to the reservations described in Paragraphs 12(b) through (f) of this Agreement, but only to the extent that the Successor in Interest's or Assign's claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

17. Nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Agreement. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Agreement may have under applicable law. Successor in Interest or Assign expressly reserves any and all rights, defenses, claims, demands, and causes of action which it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.

VII. CONTRIBUTION PROTECTION

18. As specifically provided in Paragraph 30 of Section XI (Contribution Protection as to Successors in Interest or Assign) of the Noznesky Consent Decree, the undersigned Successor in Interest or Assign shall be entitled to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for matters addressed in this Agreement and the provisions of the Noznesky Consent Decree applicable to a Successor in Interest or Assign. The "matters addressed" in this Agreement and the Noznesky Consent Decree are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person with respect to Existing Contamination. Contribution protection under this Paragraph shall take effect as to a Successor in Interest or Assign at the same time that the United States' covenant not to sue takes effect with respect to such Successor in Interest or Assign, as set forth in Paragraphs 8 and 9 of this Agreement.

19. The Successor in Interest or Assign agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement, it will notify the United States in writing no later than sixty (60) days prior to the initiation of such suit or claim.

20. The Successor in Interest or Assign also agrees that with respect to any suit or claim for contribution brought against it for matters related to this Agreement, it will notify in writing the United States within ten (10) days after service of the complaint on it.

VIII. INSTITUTIONAL CONTROLS, DUE CARE, ACCESS AND COOPERATION

21. The Successor in Interest or Assign understands and acknowledges that Existing Contamination remains at the Property and that, therefore, the Property is subject to Institutional Controls, which are land use restrictions, controls or notices to ensure that CERCLA response

actions remain protective of human health and the environment, as has been determined necessary by EPA and due care requirements. Accordingly, as a condition of this Agreement, the Successor in Interest and Assign is subject to the following institutional controls:

a. the undersigned Successor in Interest or Assign shall notify in writing the Pennsylvania Department of Environmental Protection ("PADEP") prior to disturbing, excavating, removing or drilling soils located two or more feet below the ground surface at the Property as it existed on November 26, 2002, provided, however, that in the event that an emergency occurs requiring the disturbance of such soils, Successor in Interest or Assign shall notify PADEP as soon as practicable, but in no event later than three (3) business days after such emergency occurs;

b. the undersigned Successor in Interest or Assign shall simultaneously send to EPA a copy of any notice that is sent to PADEP pursuant to subparagraph 21(a), immediately above; and

c. the undersigned Successor in Interest or Assign shall comply with all applicable local, state, and federal laws and regulations during any activity described in subparagraph 21(a), above.

22. With regard to the Property that is owned or controlled by Successor in Interest or Assign, Successor in Interest or Assign shall, commencing on the Effective Date of this Agreement as provided in Paragraph 29, and thereafter, provide the United States and its representatives, including EPA and its contractors, with access at all reasonable times to the Property for the purpose of conducting any response activity related to the Site, including, but not limited to, the following activities:

a. Monitoring, investigation, removal, remedial or other activities at the Site;

b. Verifying any data or information submitted to the United States;

c. Conducting investigations relating to the release or threatened release of hazardous substances at or near the Site;

d. Obtaining samples;

e. Assessing the need for, planning, or implementing additional response actions at or near the Site;

f. Assessing Successor in Interest or Assign's compliance with this Agreement and the Noznesky Consent Decree; and

g. Determining whether the Site or other property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, by or pursuant to this Agreement or the Noznesky Consent Decree.

Notwithstanding any provision of this Agreement, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA and any other applicable statute or regulation, including any amendments thereto.

23. The Successor in Interest or Assign shall ensure that any of its agents or representatives performing activities at the Site comply with the requirements set forth in this Section VIII of the Agreement.

24. The Successor in Interest or Assign shall ensure that lessees and sublessees of the Property shall provide the same access and cooperation including, but not limited to, complying with any Institutional Controls set forth in this Section. The Successor in Interest or Assign shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Property as of the Effective Date of this Agreement and shall ensure that any subsequent leases or subleases of the Property or an interest in the Property are consistent with this Section of the Agreement.

IX. NOTICES AND SUBMISSIONS

25. This signed Agreement shall be sent to the EPA Region III Office of Regional Counsel by the undersigned Successor in Interest or Assign within ten (10) days after the execution of this Agreement by the Successor in Interest or Assign.

26. Notices and submissions to EPA required by this Agreement shall be sent to:

Regional Administrator (3RA00)
U.S. Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103-2029

and

Michael A. Hendershot (3RC43)
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103-2029

and

Kyle Chelius (3HS12)
Compliance Officer
U.S. Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103-2029

The addresses set forth above may be modified by the EPA by filing a written notice containing the new addresses and the legal description of the Property with the Office of the Prothonotary, Chester County, Pennsylvania, and submitting a copy of such notice to the undersigned Successor in Interest or Assign.

X. MODIFICATION

27. No modification shall be made to the terms of this Agreement without the express written consent of both EPA and the undersigned Successor in Interest or Assign.

XI. TERMINATION

28. The obligations imposed upon the undersigned Successor in Interest or Assign by this Agreement shall terminate at such time as Successor in Interest or Assign no longer holds any interest in the Property or portion thereof. The protections afforded by Sections IV, VI and VII of this Agreement shall survive termination of this Agreement.

XII. EFFECTIVE DATE

29. This Agreement shall be effective upon execution of a copy of this Agreement by the undersigned Successor in Interest or Assign and by EPA, if required by Paragraph 9 of this Agreement, and after transfer of an interest in all or any portion of the Property to the Successor in Interest or Assign ("Effective Date"); and shall be binding in all respects upon the parties hereto.

IT IS SO AGREED BY THE UNDERSIGNED SUCCESSOR IN INTEREST OR ASSIGN:

Date: _____

Typed Name:

Position:

Address:

Telephone:

**APPROVED AND CONSENTED TO (if required under Paragraph 9):
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

Date: _____

APPENDIX C

Chester County Tax Assessor's Office Parcel Numbers: 62030081 and 03040164

Address: Kennett Township, Chester County, Pennsylvania

Prepared by: U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103-2029

NOTICE OF INSTITUTIONAL CONTROLS, DUE CARE, ACCESS AND COOPERATION

This Notice of Institutional Controls, Due Care, Access and Cooperation ("Notice") is made this _____ day of _____ 2003, by the Estate of Sara Noznesky ("Owner").

I. RECITALS

WHEREAS, Owner is the owner of real property ("Property"), which is located in Kennett Township, Chester County, Pennsylvania, and legally described in Exhibit A;

WHEREAS, the Property is located within an area designated as the Kennett Square JunkYard Superfund Site ("Site") (a map of the Site is appended hereto as Exhibit B);

WHEREAS, on August 25, 1993, the Acting Regional Administrator for Region III of the United States Environmental Protection Agency ("EPA") authorized a response action to address actual and threatened releases of hazardous substances at the Property;

WHEREAS, EPA has completed that response action, the details of which are set forth in the Administrative Record supporting the Kennett Square JunkYard Superfund Site response action, available for review at EPA;

WHEREAS, on November 9, 2000, the United States, acting at the request of EPA, filed a complaint against the Estate of Charles Noznesky and William J. Gallagher, Executor of the Estate of Sara Noznesky, in the United States District Court for the Eastern District of Pennsylvania, United States v. Gallagher, Civil Action No. 00-5707 ("Complaint"), pursuant to Sections 107 and 113 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, for the recovery of response costs incurred by the United States in response to the release or threat of release of hazardous substances at the Site; and

WHEREAS, on _____, the United States District Court for the Eastern District of Pennsylvania entered a consent decree in United States v. Gallagher, Civil Action No. 00-5707, ("Noznesky Consent Decree"), attached hereto as Exhibit C, by which the

United States settled its claims brought in the Complaint against the Owner with respect to the Site; and

WHEREAS, the purpose of the Noznesky Consent Decree is for the Owner to address its liability for the Property, and to provide a mechanism to protect Successors in Interest and Assigns from potential liability that could otherwise result from acquiring an interest in the Property or portion thereof so as to facilitate the return of the Property to productive use;

NOW, THEREFORE, intending to fulfill the terms of the Noznesky Consent Decree, the Owner files this Notice by which the Property is subject to the advisories set forth below.

II. DECLARATION OF INSTITUTIONAL CONTROLS, DUE CARE, ACCESS, COOPERATION AND RESERVATIONS

1. Purpose: It is the purpose of this instrument to provide notice to all successors-in-title that the Property was the subject of an EPA response action, and that federal, state, and local laws which address hazardous substances and/or the integrity or protectiveness of response actions may apply to this Property. The purpose of this instrument is also to recite herein the Owner's obligations to comply with the terms of Section XII (Institutional Controls, Due Care, Access and Cooperation) of the Noznesky Consent Decree which is attached to this Notice as Exhibit C and is incorporated herein.
2. Right of Entry provided by Law or Regulation: Nothing in this document shall limit or otherwise affect EPA's rights of entry and access provided by law or regulation.
3. No Public Access and Use: This instrument does not grant any right of access or use to any portion of the Property to the general public.
4. Notice requirements: Owner is required to include in any instrument conveying any interest in any portion of the Property including, but not limited to, deeds, leases and mortgages, a Disclosure which is in substantially the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO A NOTICE OF INSTITUTIONAL CONTROLS, DUE CARE, ACCESS AND COOPERATION AND THE TERMS, CONDITIONS AND RESTRICTIONS CONTAINED THEREIN, DATED _____. THE NOTICE OF INSTITUTIONAL CONTROLS, DUE CARE, ACCESS AND COOPERATION WAS RECORDED ON _____ IN THE RECORDER OF DEEDS OFFICE IN CHESTER COUNTY, PENNSYLVANIA IN BOOK ___, PAGE _____. IN ADDITION, THE OWNER AS OF NOVEMBER 9, 2002, OF THE INTEREST CONVEYED HEREBY IS SUBJECT TO A CONSENT DECREE, CIVIL ACTION NO. 00-5707, AND THE TERMS, CONDITIONS AND RESTRICTIONS CONTAINED THEREIN. THE CONSENT DECREE WAS ENTERED ON _____ BY THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT

OF PENNSYLVANIA. THE CONSENT DECREE IS ATTACHED AS EXHIBIT C TO THE NOTICE OF INSTITUTIONAL CONTROLS, DUE CARE, ACCESS AND COOPERATION AND IS INCORPORATED THEREIN. THE CONSENT DECREE IS ENFORCEABLE BY THE COURT.

Within thirty (30) days after the date any such instrument of conveyance is executed, Owner shall provide EPA with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

5. Notice to Parties: Any notice, demand, request, consent, approval, or communication that either EPA or Owner desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:

William J. Gallagher, Executor
Estate of Sara Noznesky
MacElree Harvey, Ltd.
17 West Miner Street
Post Office Box 660
West Chester, PA 19381-0660

To EPA:

Kyle Chelius (3HS12)
Compliance Officer
United States Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103-2029
RE: Kennett Square Junk Yard Superfund Site

and

Michael A. Hendershot (3RC43)
Senior Assistant Regional Counsel
United States Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103-2029
RE: Kennett Square Junk Yard Superfund Site

IN WITNESS WHEREOF, THE ESTATE OF SARA NOZNESKY, the Grantor herein,
has executed the foregoing Declaration this ____ day of _____, 2003.

WILLIAM J. GALLAGHER
EXECUTOR OF THE ESTATE OF SARA NOZNESKY

COMMONWEALTH OF PENNSYLVANIA

:SS.

CHESTER COUNTY

BE IT REMEMBERED that on this ____ day of _____, 2003 A.D.
personally came before me, the Subscriber, Notary Public for the Commonwealth and
County aforesaid, William J. Gallagher, Declarant in the foregoing Declaration of
Institutional Controls, Due Care, Access and Cooperation, and he acknowledged this
Declaration to be his duly authorized act and deed.

GIVEN under my Hand and Seal of office the day and year aforesaid.

Notary Public

My Commission Expires

MICROFILMED

Real Estate -

JUN 19 1991

"A"

Register of Wills/Orphans' Court
Chester County Pennsylvania

PREMISES "A"

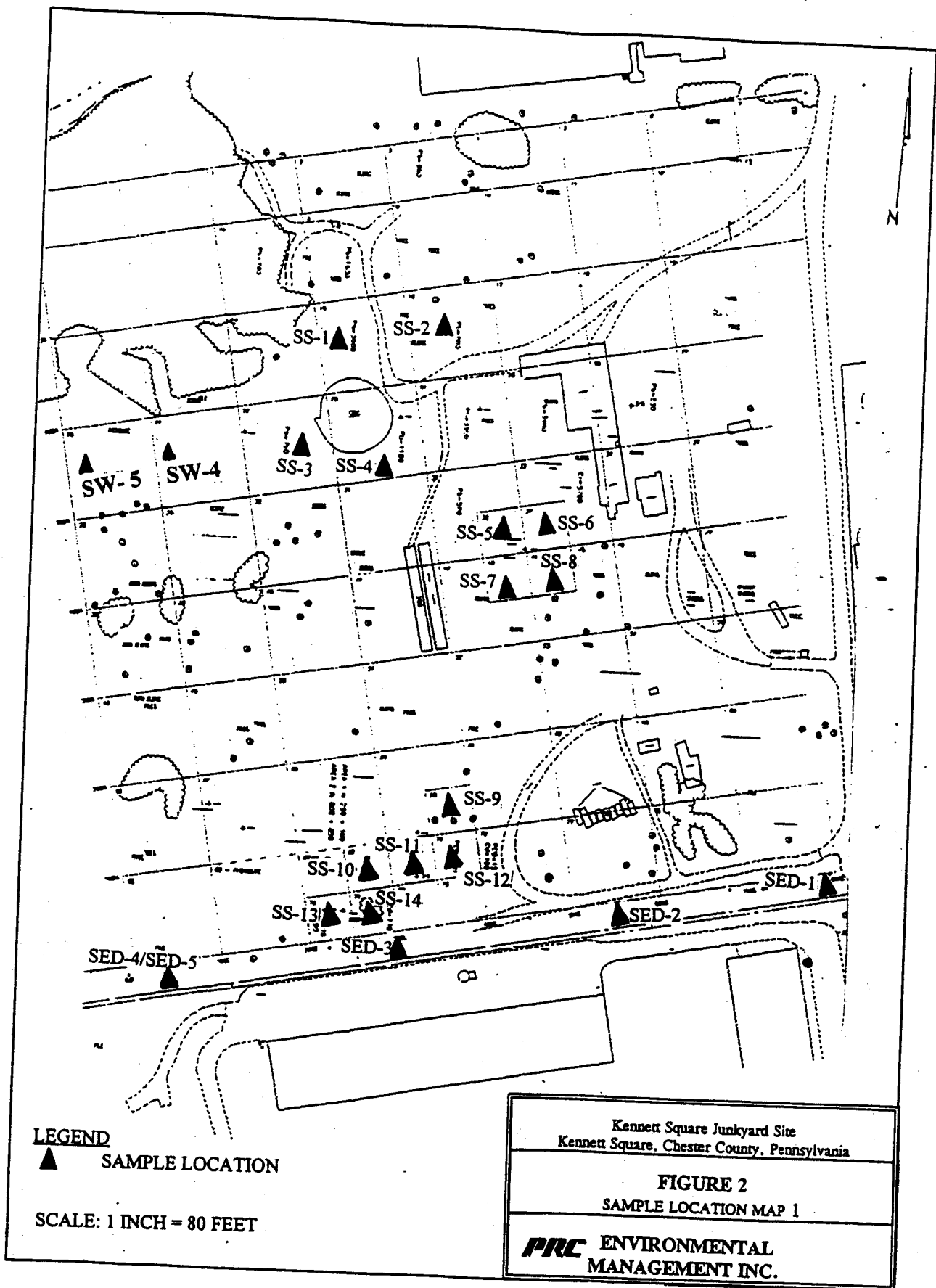
ALL THAT CERTAIN lot or piece of land, identified as Tract No. 1, on plan of property of J. Bancroft Swayne, made by G.E. Regester, Jr., R.S., dated December 1944, situate in Kennett Township and Borough of Kennett Square, Chester County, described as follows:

BEGINNING at an iron pin set in the center line of the P. & B. C. Railroad, being a corner of lands now or late of Jacob Noznesky, commencing thus: North 1 degree, 17 minutes East, Nine Hundred and Four Tenths (900.4) feet to a stone; thence South 88 degrees 27 minutes West Four Hundred Seventy Six and six tenths (476.6) feet to a stone; thence South 88 degrees 27 minutes West crossing Red Clay Creek Three Hundred seventy-three and Nine Tenths (373.9) feet to an iron pin; thence South 3 degrees 5 minutes East Nine Hundred Forty and Five Tenths (940.5) feet to an iron pin set in the center line of the P. & B. C. Railroad; thence North 85 degrees 44 minutes East Eight Hundred Sixty and Nine Tenths (860.9) feet to an iron pin being the place of beginning.

CONTAINING 18.887 acres, more or less.

BEING THE SAME PREMISES which J. Bancroft Swayne, by deed dated September 30, 1958 and recorded in the Office for the Recording of Deeds in and for Chester County, Pennsylvania, in Deed Book Z-30, page 520, granted and conveyed unto Charles Noznesky, singleman, his heirs and assigns.

ORIGINAL



ATTACHMENT C
[CONSENT DECREE-CIVIL ACTION NO. 00-5707]